


USAF DIRECTORATE OF PROCUREMENT
AEDC/PKP
ARNOLD AFB TN 37389-1332

1. Attached is Invitation for Bid (IFB) Number F40650-02-B-0001.
2. BIDDERS MUST SET FORTH FULL, ACCURATE, AND COMPLETE INFORMATION AS REQUIRED BY THIS INVITATION FOR BIDS (INCLUDING ATTACHMENTS). THE PENALTY FOR MAKING FALSE STATEMENTS IN BIDS IS PRESCRIBED IN 18 USC 1001.
3. **Affirmative Action Requirement:** Please note the affirmative action requirement of the equal opportunity clause which may apply to the contract resulting from this solicitation.
4. **Sources:** All responsible sources may submit an offer which will be considered.
5. **Mandatory Registration in the CCR:** Effective May 31, 1998, all prospective awardees are required to be registered in the Central Contractor Registration (CCR) (52.232-33, Payment by Electronic Funds Transfer [CCR]). The CCR database provides the information necessary for the Government to make payment using electronic funds transfer. Contractors may register via the Internet at <http://ccr.edi.disa.mil>.
6. **Base Access:** AEDC is a U.S. Air Force installation, and individuals who are neither U.S. citizens nor immigrant aliens must be authorized to visit. Such authorization is granted only on a Government-to-Government basis. Application should be made through the appropriate embassy in Washington, D.C. For purposes of this requirement, immigrant aliens may be admitted upon presentation of their U.S. Alien registration card. U.S. citizens or immigrant aliens representing or employed by a foreign Government or foreign-owned firm are considered to be foreign representatives and must apply for authorization to visit through the appropriate embassy.

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)		1. SOLICITATION NO. F40650-02-B-0002	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 28 NOV 2001	PAGE OF PAGES 1 of 19
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO.		5. REQUESTION/PURCHASE REQUEST NO. See Schedule		6. PROJECT NO.	
7. ISSUED BY AEDC PKP CODE USAF PROCUREMENT BRANCH 100 KINDEL DRIVE, SUITE A332 ARNOLD AFB, TN 37389-1332 ERIC.YATSKO@ARNOLD.AF.MIL		8. ADDRESS OFFER TO SEE BLOCK 7 DO: DO-C2 NAIC:			
9. FOR INFORMATION CALL: 		A. NAME ERIC S. YATSKO		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 931-454-4347 X	
SOLICITATION					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no, date): Repair Operations Center Chiller Facility 1099 AWARD IS TO BE MADE PURSUANT TO THE SMALL BUSINESS COMPETITIVE DEMONSTRATION PROGRAM					
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>120</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See <u>FAR CLAUSE 52.211-10</u> .)					
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				12B. CALENDAR DAYS 10	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>2:00 PM CST</u> (hour) local time <u>28 DEC 2001</u> (date). If this is a sealed bid solicitation, offers will be publicly opened time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee [X] is, [] is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.					

OFFER (Must be fully completed by offeror)									
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>				
					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>				
CODE FACILITY CODE									
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>									
AMOUNTS ▶		REPAIR OPERATIONS CENTER CHILLER FACILITY 1099, SPECIFICATION NO. 970084-1, DATED 28 SEPTEMBER 2001.							
18. The offeror agrees to furnish any required performance and payment bonds.									
19. ACKNOWLEDGEMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation – give number and date of each)</i>									
AMENDMENT NO.									
DATE									
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE			20C. OFFER DATE	
AWARD (To be completed by Government)									
21. ITEMS ACCEPTED									
22. AMOUNT				23. ACCOUNTING AND APPROPRIATION DATA See Section G					
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i> ▶				ITEM 7		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			
26. ADMINISTERED BY CODE				SEE BLOCK 7		27. PAYMENT WILL BE MADE BY DFAS-BVFD/DY PO BOX 369024 COLUMBUS, OH 43218-9024 EFT:T			
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE									
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.				
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>				
					TONY CLAYBORNE				
30B. SIGNATURE			30C. DATE		31B. UNITED STATES OF AMERICA BY			31C. AWARD DATE	

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

NO CLAUSES OR PROVISIONS IN THIS SECTION

NO CLAUSES OR PROVISIONS IN THIS SECTION

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.211-12	LIQUIDATED DAMAGES -- CONSTRUCTION (SEP 2000) Para (a), Amount of liquidated damages. '\$71.00'
52.247-34	F.O.B. DESTINATION (NOV 1991)

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES IN FULL TEXT

5352.232-9000 REMITTANCE ADDRESS (MAY 1996)

If the remittance address is different from the mailing address, enter the remittance address below. Failure to provide this information may impact payment.

_____ (Enter name.)

_____ (Enter additional name.)

_____ (Enter street address)

_____ (Enter city.)

_____ (Enter 2 character state symbol.)

_____ (Enter zip code.)

_____ (Enter 2 characters for Country (e.g. US))

B. OTHER CONTRACT CLAUSES IN FULL TEXT

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. OTHER CONTRACT CLAUSES IN FULL TEXT

H025 INCORPORATION OF SECTION K (OCT 1998)

Section K of the solicitation is hereby incorporated by reference.

H033 SOLICITATION NUMBER (APR 1998)

Solicitation Number: F40650-02-B-0001

B. OTHER CONTRACT CLAUSES IN FULL TEXT

AEDC-H1 SAFETY (JUL 2001)

The Contractor will obtain AEDC/SE coordination to assure adequate safety coverage. The Contractor shall take or cause to be taken such additional measures as the Contracting Officer may determine to be reasonably necessary for the protection of life and health of employees and other persons and for prevention of damage to property, materials, supplies, and equipment. The Contractor shall comply with safety rules (tags and work clearances) of the AEDC Support Contractor at interface points of new construction and modifications to existing systems and with AEDC Base Safety Standards.

AEDC-H2 TECHNICAL SURVEILLANCE (JUL 2001)

The Government designates the Air Force Project Engineer and the AEDC Test Contractor and/or the AEDC Support Contractor to perform technical surveillance. They will recommend to the Contracting Officer acceptance or rejection of work under this contract. All references to the "Government representative " within the specification or other project documents shall mean the Air Force Project engineer or the AEDC Test or Support contractor personnel performing technical surveillance on behalf of the Government. As used in the specification or other project documents, the term "construction monitor" shall be understood as referring to the AEDC Test Contractor or Support Contractor personnel performing technical surveillance on behalf of the Government.

AEDC-H3 SANITATION (JUL 2001)

The Contractor shall provide toilet facilities in a ratio of not fewer than one for each 30 persons or fraction thereof. Connections to existing sanitary sewer manholes may be made. The Contractor shall supply drinking water from connections to the existing potable water system. The Contractor shall take proper precautions to protect the water system from damage and contamination. Any temporary connections made for drinking water or toilet facilities shall be removed by the Contractor in a manner satisfactory to the Contracting Officer before final acceptance of the work.

AEDC-H4 EXISTING UNDERGROUND UTILITIES (JUL 2001)

The location of existing underground utilities as shown on the contract drawings has been taken from as-built drawings. There may be underground utilities which are not shown on the contract drawings and these utilities may be dangerous if ruptured. If the Contractor unearths or strikes any underground utility not shown, the excavation work shall cease and the Contracting Officer shall be notified immediately. The Contractor shall determine with caution the exact location of such utilities and will not proceed with further excavation unless otherwise advised by the Contracting Officer.

AEDC-H5 PROGRESS SCHEDULE (JUL 2001)

(a) In accordance with FAR Clause 52.236-15, which is incorporated by reference in the Contract Clauses section of this solicitation, the Contractor shall submit three copies of a progress schedule (Air Force Form 3064) for review and approval by the Contracting Officer no later than five days after beginning work on the project site. The Contractor shall comply with the procedures for completing the form on the reverse of the Air Force Form 3064.

(b) When requesting payment for materials stored on site, the Contractor shall include stored materials as a separate work element on the progress schedule and submit paid invoices to support the request for payment.

AEDC-H6 SECURITY RULES AND REGULATIONS (JUL 2001)

Each of the Contractor's employees and vehicles will be required to have a pass or identification badge to enter the fenced area of the AEDC. Badges and passes shall be obtained at the Pass and Registration Building at the Main Gate, and will be issued free of charge. The Contractor shall return all passes and identification badges promptly to the Government upon termination of the services of any employee. The Contractor shall promptly report to the Government, the loss of passes and identification badges by any Contractor employee. The Contractor's employees shall abide by the security rules and identify all authorized Contractor vehicles. Identification may be by portable cards, decals, or markings.

AEDC-H7 UTILITIES AVAILABLE (JUL 2001)

(a) Water: All reasonable required amounts of potable and raw water will be made available without cost to the Contractor from existing systems, outlets, and supplies near the vicinity of the work. All water shall be carefully conserved. All temporary connections and piping installed by the Contractor shall be removed in a manner satisfactory to the Contracting Officer prior to final acceptance of the work.

(b) Electricity: All reasonably required amounts of 60 HZ electric power at 110V and 480V will be made available without cost to the Contractor from existing electrical systems near the vicinity of the work. The Contractor shall install and maintain at no cost to the Government any necessary supply connections and facilities in a manner satisfactory to the Contracting Officer. All electrical service shall be removed in a manner satisfactory to the Contracting Officer.

AEDC-H8 DISPOSAL AREAS (JUL 2001)

An approved disposal area is located about 2 miles from the construction site. This area is approved for surplus earth, stone, broken concrete, and building materials waste. Building materials waste also includes containers, dunnage, and other related items.

Contract Clauses in this section are from the FAR, Defense FAR Sup, Air Force FAR Sup, and the Air Force Materiel Command FAR Sup, and are current through the following updates:

ConWrite_Version: 4.1.1.100; issued: 7/13/01; Clauses: are up-to-date through;; FAR: FAC 97-27;
DFAR: DCN20001213; DL.: DL 98-021; Class Deviations: CD 2001o0002; AFFAR: 1996 Edition;
AFMCFAR: AFMCAC 97-7; AFAC: AFAC 96-4; IPN: 98-009

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.202-01	DEFINITIONS (MAY 2001) - ALTERNATE I (MAY 2001)
52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
52.204-04	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.211-10	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) (a) Number of calendar days is '10' (c) Number of days or calendar date is '120 days'
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
52.222-01	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-03	CONVICT LABOR (AUG 1996)
52.222-04	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION (SEP 2000)
52.222-06	DAVIS-BACON ACT (FEB 1995)
52.222-07	WITHHOLDING OF FUNDS (FEB 1988)
52.222-08	PAYROLLS AND BASIC RECORDS (FEB 1988)
52.222-09	APPRENTICES AND TRAINEES (FEB 1988)
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
52.222-11	SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)
52.222-12	CONTRACT TERMINATION -- DEBARMENT (FEB 1988)
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)
52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
52.222-15	CERTIFICATION OF ELIGIBILITY (FEB 1988)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (FEB 1999)
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)
52.223-05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

52.223-06	DRUG-FREE WORKPLACE (MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)
52.225-09	BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS (FEB 2000) Para (b)(2). Insert excepted materials or "none". 'none'
52.225-10	NOTICE OF BUY AMERICAN ACT/BALANCE OF PAYMENTS PROGRAM REQUIREMENT--CONSTRUCTION MATERIALS (FEB 2000)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)
52.226-01	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)
52.227-01	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-04	PATENT INDEMNITY -- CONSTRUCTION CONTRACTS (APR 1984)
52.228-01	BID GUARANTEE (SEP 1996) Para (c). Percent is '20 %'
52.228-02	ADDITIONAL BOND SECURITY (OCT 1997)
52.228-05	INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-11	PLEDGES OF ASSETS (FEB 1992)
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)
52.228-14	IRREVOCABLE LETTER OF CREDIT (DEC 1999)
52.228-15	PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (JUL 2000)
52.229-03	FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
52.229-05	TAXES -- CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)
52.232-05	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)
52.232-17	INTEREST (JUN 1996)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2001)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
52.233-01	DISPUTES (DEC 1998)
52.233-03	PROTEST AFTER AWARD (AUG 1996)
52.236-02	DIFFERING SITE CONDITIONS (APR 1984)
52.236-03	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-05	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-06	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-07	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-08	OTHER CONTRACTS (APR 1984)
52.236-09	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-13	ACCIDENT PREVENTION (NOV 1991)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-17	LAYOUT OF WORK (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
52.242-13	BANKRUPTCY (JUL 1995)
52.242-14	SUSPENSION OF WORK (APR 1984)
52.243-04	CHANGES (AUG 1987)
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)
52.248-03	VALUE ENGINEERING -- CONSTRUCTION (FEB 2000)

52.249-02 Para (i), Contract number. '?????'
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)
52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) - ALTERNATE I (SEP 1996)
52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
52.253-01 COMPUTER GENERATED FORMS (JAN 1991)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-
CONTRACT-RELATED FELONIES (MAR 1999)
252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000)
252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER
THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)
252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE
GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
252.223-7001 HAZARD WARNING LABELS (DEC 1991)
252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS
MATERIALS (APR 1993)
252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (AUG 2000)
252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)
252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)
252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
252.236-7000 MODIFICATION PROPOSALS--PRICE BREAKDOWN (DEC 1991)
252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (DEC 1991)
Para (a)(1), Number of sets is 'one'

Para (e), Index of Drawings: '

Title	Drawing No.	Sheet Ref. No.
Cover Sheet	LET10083.CS1	CS1
Partial Site Plan	LET10083.M1	M1
Scheduel/Details	LET10083.M2	M2
Intallation of A/C in Rm 202	3-70-E343 Rev C	
Test Support Bldg Single Line Diag.	3-70-E344 Rev H3	
Floor Plans/Details Facility 1099'	TYTR8646 Rev C	

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)
252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (DEC 2000)
252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)
252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (MAY 1996)
Para (d), Substances are 'None'

D. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

5352.228-9001 INSURANCE CLAUSE IMPLEMENTATION (AFMC) (JUL 1997)
5352.236-9001 PREPARATION OF MATERIAL APPROVAL SUBMITTALS (AFMC) (JUL 1997)
5352.236-9002 PROGRESS SCHEDULES AND REPORTS (AFMC) (JUL 1997)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.219-04 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

52.236-04 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is furnished for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusions drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations and surveys.

(b) Weather Conditions (AEDC)

(1) The location of the work is subject to atmospheric temperature ranging from minus 10 degrees F to plus 105 degrees F. The average annual rainfall is about 54 inches and the average annual snowfall is about 4 inches.

(2) Time Extensions for Unusually Severe Weather

a. Based on data from the National Oceanic and Atmospheric Agency (NOAA), the following number of adverse weather days can be anticipated at Arnold AFB, TN in the month indicated.

JAN	16	MAY	8	SEP	7
FEB	13	JUN	6	OCT	5
MAR	9	JUL	8	NOV	7
APR	7	AUG	5	DEC	13

b. From receipt of Notice to Proceed throughout the contract performance period, the Government Project Officer will record daily the actual number of adverse weather days which prevent work for at least 50 percent of the contractor's workday.

c. Only after the cumulative number of "adverse weather days" as defined in b., above, has reached the total calculated from the monthly figures listed in a., above, or the proportionate number for partial calendar months in the performance period, will the Contracting Officer consider a time extension in accordance with the clause entitled "Default (Fixed Price Construction)." A time extension will be granted on a day-for-a-day basis if the Contracting Officer determines that additional adverse weather days prevent work for at least 50 percent of the contractor's workday and delay work critical to the timely completion of the contract.

d. The contractor's schedule must reflect the delays associated with the anticipated adverse weather days listed in a., above. The Contracting Officer will grant no time extensions for adverse weather days within the cumulative total of the monthly numbers listed.

(c) Transportation Facilities to AEDC Fenced Area

(1) Highways. U.S. Highway 41A is a paved road passing through Tullahoma, Tennessee. U.S. Highway 41 and Interstate 24 are paved roads passing through Manchester, Tennessee. State Highway 55 is a paved road connecting U.S. Highway 41 and 41A at Manchester and Tullahoma, respectively.

Access to the AEDC area can be gained from State Highway 55 near Tullahoma via new paved highway intersecting U.S. Highway 41, 5.5 miles southwest of Manchester and 3.8 miles from the area entrance, and Interstate 24, 3.5 miles southeast of Manchester and 2.5 miles from the area entrance. Concrete pavements have been constructed within the AEDC area and may be used subject to the restrictions set forth herein. Access to the sites of work from the paved areas and other routes shall be provided and maintained by and at the expense of the Contractor. The route for equipment which is not permitted to operate on the concrete pavement shall be as approved by the Contracting Officer. No construction truck or trailer vehicles shall be operated upon pavements of the AEDC area except within the following load limitations.

(d) Travel Within the AEDC Area

(1) Streets and Roadways. Streets have been constructed within the AEDC area and may only be used subject to the restrictions set forth herein.

a. A "Special Permit" is required for the movement of all construction equipment, unless hereinafter provided otherwise, which is to be moved over streets or over areas containing underground ducting, piping, or overhead utilities. Application for the Special permit to move heavy equipment will be submitted to the Contracting Officer. Application for such movements will be made sufficiently in advance of the time needed to avoid delays in movement. Only wheel or tire vehicles which fall under the following maximum allowable load limitations may operate without permit upon AEDC streets:

Streets	DESIGN AXLE AND WHEEL LOADS ON STREETS			
	Maximum Allowable Loads in Pounds			
	*Truck or Trailer Per Axle	Trailer Per Wheel	**Large Tire Per Axle	Equipment Per Wheel
Avenues A, B, and C and 2nd Street	18,000	9,000	25,200	12,600
Avenue E	24,000	12,000	33,600	16,800
1st, 4th, and 5th Streets	24,000	12,000	36,600	16,800
3rd Street between Avenues B and C	18,000	9,000	25,200	12,600
3rd Street between C and E	24,000	12,000	33,600	16,000

*Axles must be spaced greater than 40" apart.

**Equipment with tires wider than 16", such as large earth moving equipment.

These restrictions permit the operation of fully loaded DW?10's with No. 10 scrapers only on pavements with a maximum allowable load of 33,600 pounds. The axle load for large tire equipment shall be based upon the manufacturer's specified weights for fully loaded equipment.

b. If any equipment exceeds the above load limitations, or any track vehicles are used, the pavement must be protected with earth or fiber at the expense of the Contractor. Compliance with the above requirements does not preclude the Contractor's liability for any damage which results from his travel over AEDC streets.

(2) Other Routes. Routes for use of equipment which is not permitted on AEDC streets shall be as shown on the drawings, or as approved by the Contracting Officer. Access to the sites of work from the paved areas, and other routes, shall be provided and maintained by and at the expense of the Contractor.

(3) Traffic Regulations. The Contractor shall be cognizant of and comply with all AEDC traffic regulations as published and enforced on the AEDC Installation.

The following Department of Defense Supplement to the Federal Acquisition Regulation clauses is hereby incorporated in full text:

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

B. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES IN FULL TEXT

5352.223-9000 USE OF HAZARDOUS MATERIALS IN THE PERFORMANCE OF ON-BASE CONTRACTS (AFMC) (JUL 1997)

- (a) "Hazardous Material" as used in this clause includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The list of hazardous materials identified in FAR 52.223-3, Hazardous Material Identification and Material Safety Data, and DFARS 252.223-7001, Hazard Warning Labels, shall be updated during performance of the contract whenever the contractor determines that any other material to be delivered or used on base in excess of 24 hours and/or a 55 gallons of material under this contract is hazardous based on changes in the composition of the item(s) or a revision to Federal Standard No. 313. Provide written notification of changes in the Material Safety Data Sheets (MSDSs), including a copy of the updated MSDS, of each item to the identified point of contact on the installation prior to use of the item on installation.
- (c) The contractor shall submit a Contractor Hazardous Material Report, GC-1642, available from Arnold Air Force Base, your contractor monitor, Ric Branch, at (931) 454-7044 for each item identified under Section I clauses referenced above or updates resulting from paragraph (b) of this clause 15 days prior to bringing the items on base. Update the report at least monthly (beginning no later than 30 days after the material is brought on base) until the hazardous material is removed from the base.
- (d) All hazardous material used on base (including material to be used for a period of less than 24 hours) shall contain a hazardous material warning label. The label shall include a list of the hazardous chemical(s), material identification which matches the part number and/or trade name on the MSDS, appropriate hazard warnings (including description of target organs), and name and address of the chemical manufacturer, importer, or other responsible party.
- (e) The contractor is responsible for conducting and documenting employee hazard communication training prior to the commencement of work on base.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the contractor from complying with applicable Federal, State, and local laws, codes, ordinance, and regulations (including the obtaining of licenses and permits in conjunction with hazardous material).
- (h) Notwithstanding any other rights in technical data specified elsewhere in this contract, the Government may use, duplicate, and disclose any data to which this clause is applicable to apprise personnel of the hazards to which they may be exposed and obtain medical treatment for those affected by the material. In addition, the Government may allow others to use, duplicate, and disclose data for these purposes.

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

- 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A
TERRORIST COUNTRY (MAR 1998)
- 252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR
1998)

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.203-02 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision ____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION) (APR 1991)

(Applicable only to this instant procurement, not to 'any' contract, and only if proposal or resultant contract is in excess of \$100,000).

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

52.204-03 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN:-----

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name-----

TIN-----

52.204-05 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. (Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program

Representation, of this solicitation.) The offeror represents that it [] is, [] is not a women-owned business concern.

52.209-05 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (This language stayed indefinitely. Please use paragraph (a)(1)(i)(D) below.)

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and (This language stayed indefinitely. Please use paragraph (a)(1)(i)(E) below.)

(D) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii)(A) (This paragraph (a)(1)(ii) is stayed indefinitely.) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has [] has not [] within the past three-years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws-

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001) - ALTERNATE I (OCT 2000) - ALTERNATE II (OCT 2000)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 23511.

(2) The small business size standard is \$11.5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ____ is, ____ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ____ is, ____ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ____ is, ____ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ____ is, ____ is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ___ is, ___ is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," as used in this provision, means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Oct 2000). As prescribed in 19.307(a)(2), add the following paragraph (b)(6) to the basic provision:

(6) Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision. The offeror represents, as part of its offer, that--

(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____. Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

Alternate II (Oct 2000). As prescribed in 19.307(a)(3), add the following paragraph (b)(7) to the basic provision:

(7) Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision. The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]

The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

____ 50 or fewer ____ \$1 million or less

____ 51 - 100 ____ \$1,000,001 - \$2 million

____ 101 - 250 ____ \$2,000,001 - \$3.5 million

____ 251 - 500 ____ \$3,500,001 - \$5 million

____ 501 - 750 ____ \$5,000,001 - \$10 million

____ 751 - 1,000 ____ \$10,000,001 - \$17 million

____ Over 1,000 ____ Over \$17 million

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.-

(b) By signing this offer, the offeror certifies that----

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)-

____ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);-

_____ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);-

_____ (III) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

_____ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

_____ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

B. DEFENSE FAR SUPP SOLICITATION PROVISIONS IN FULL TEXT

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

- 52.211-02 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)
- 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)
Rated Order: 'DO'
- 52.214-01 SOLICITATION DEFINITIONS -- SEALED BIDDING (JUL 1987)
- 52.214-03 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)
- 52.214-04 FALSE STATEMENTS IN BIDS (APR 1984)
- 52.214-05 SUBMISSION OF BIDS (MAR 1997)
- 52.214-06 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)
- 52.214-07 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)
- 52.214-18 PREPARATION OF BIDS -- CONSTRUCTION (APR 1984)
- 52.214-19 CONTRACT AWARD -- SEALED BIDDING -- CONSTRUCTION (AUG 1996)
- 52.216-01 TYPE OF CONTRACT (APR 1984)
Type of contract is 'Firm-Fixed Price'
- 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)
Para (b), Goals for minority participation for each trade are '12 %'
Para (b), Goals for female participation for each side are '6.9 %'
Para (e), Geographical areas are 'Tennessee, Coffee County, Arnold Air Force Base.'
- 52.233-02 SERVICE OF PROTEST (AUG 1996)
Para (a) Official or location is 'Mr. Eric S. Yatsko, AEDC/PKP, 100 Kindel Drive, Suite A332, Arnold Air Force Base, Tennessee 37389-1332.'
- 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)
Name: 'Eric Yatsko'
Address: '100 Kindle Drive, STE A332, Arnold AFB, TN 37389-1332'
Telephone: '(931) 454-4347'

B. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

- 5352.236-9000 MAGNITUDE OF CONSTRUCTION PROJECTS (AFMC) (JUL 1997)
Estimated price range for the lowest dollar value estimate: '\$100,000.00'
Estimated price range highest dollar value estimate: '\$250,000.00'

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

NO CLAUSES OR PROVISIONS IN THIS SECTION

NO EXHIBITS OR ATTACHMENTS IN THIS SECTION

BID BOND <i>(See instruction on reverse)</i>	DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>	OMB NO.: 9000-0045
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION
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SURETY(IES) *(Name and business address)*

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	FOR <i>(Construction, Supplies, or Services)</i>	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1.	2.	3.	Corporate Seal
	<i>(Seal)</i>	<i>(Seal)</i>	<i>(Seal)</i>	
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.	

INDIVIDUAL SURETY(IES)		
SIGNATURE(S)	1.	2.
	<i>(Seal)</i>	<i>(Seal)</i>
NAME(S) <i>(Typed)</i>	1.	2.

CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designed "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."